

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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Devin Haney and Devin Haney Promotions, Inc.,	:	Case No.: 1:24-cv-06845-FB-TAM
	:	
Plaintiffs,	:	ANSWER AND AFFIRMATIVE
	:	DEFENSES OF DEFENDANT
-against-	:	GOLDEN BOY PROMOTIONS, INC.
	:	
Ryan Garcia, Dave Honig, John Does and Golden Boy Promotions, Inc.,	:	DEMAND FOR JURY TRIAL
	:	
Defendants.	:	
	X	

Defendant Golden Boy Promotions, Inc. (“Golden Boy”), by and through their undersigned counsel, hereby answers the complaint of plaintiffs Devin Haney and Devin Haney Promotions, Inc. (“Plaintiffs”) as follows:

1. Golden Boy admits that Devin Haney is a professional boxer. Golden Boy lacks sufficient information and belief to admit or deny the remaining allegations of paragraph 1 of the Complaint and denies them on that basis.

2. Golden Boy lacks sufficient information and belief to admit or deny the allegations of paragraph 2 of the Complaint and denies them on that basis.

3. Golden Boy admits that Ryan Garcia is a popular professional boxer. On information and belief, Golden Boy admits that Ryan Garcia is a citizen of the State of California.

4. Golden Boy admits that it is a corporation organized under the laws of the State of California. Golden Boy lacks sufficient information and belief to admit or deny the remaining allegations of paragraph 4 of the Complaint and denies them on that basis.

5. Golden Boy lacks sufficient information and belief to admit or deny the allegations of paragraph 5 of the Complaint and denies them on that basis.

6. Golden Boy lacks sufficient information and belief to admit or deny the allegations of paragraph 6 of the Complaint and denies them on that basis.

7. Golden Boy lacks sufficient information and belief to admit or deny the allegations of paragraph 7 of the Complaint and denies them on that basis.

8. GBP admits that the Ryan Garcia v. Devin Haney professional boxing match occurred within the confines of the Eastern District of New York. Except as so admitted, Golden Boy lacks sufficient information and belief to admit or deny the remaining allegations of paragraph 8 of the Complaint and denies them on that basis.

9. Golden Boy admits the allegations of paragraph 9 of the Complaint.

10. Golden Boy admits that there are various rules and regulations which govern the sport of boxing. Except as so admitted, Golden Boy denies generally the allegations of paragraph 10 of the Complaint.

11. Golden Boy admits that Devin Haney is a professional boxer, that as of April 20, 2024, he was undefeated in his professional boxing matches and he held the WBC super lightweight world championship at that time. Golden Boy further admits that Devin Haney had previously held world titles in the lightweight weight class. Except as so admitted, Golden Boy denies generally the allegations of paragraph 11 of the Complaint.

12. Golden Boy admits that the boxing match between Ryan Garcia and Devin Haney on April 20, 2024 was ruled a no contest. Golden Boy lacks sufficient information and belief to admit or deny the remaining allegations of paragraph 12 of the Complaint and denies them on that basis.

13. Golden Boy admits that Ryan Garcia is a talented boxer. Golden Boy lacks sufficient information and belief to admit or deny the remaining allegations of paragraph 13 of the Complaint and denies them on that basis.

14. Golden Boy denies the allegations of paragraph 14 of the Complaint.

15. Golden Boy admits the allegations of paragraph 15 of the Complaint.

16. Golden Boy denies that Golden Boy Promotions, Inc. has any promotional

contract with Ryan Garcia and therefore denies the allegations of paragraph 16.

17. Golden Boy denies that Golden Boy Promotions, Inc. has any promotional contract with Ryan Garcia and therefore denies the allegations of paragraph 17.

18. Golden Boy admits that contractual terms such as the ones quoted in paragraphs 16 and 17 of the Complaint are common in boxing promotional contracts. Except as so admitted, Golden Boy lacks sufficient information and belief to admit or deny the remaining allegations of paragraph 18 of the Complaint and denies them on that basis.

19. Golden Boy admits that each of Ryan Garcia and Devin Haney signed a bout agreement for their April 20, 2024 bout that provided that the rules of the New York State Athletic Commission would govern the bout and that the maximum weight for the fight was agreed to be 140 pounds. Except as so admitted, Golden Boy denies the remaining allegations of paragraph 19.

20. Golden Boy admits the allegations of paragraph 20 of the Complaint.

21. Golden Boy admits that Ryan Garcia and Devin Haney agreed to fight for the WBC Super Lightweight World Championship. Golden Boy further admits that section 4.29 of the WBC Rules and Regulations addresses “Doping in Boxers.” Except as so admitted, Golden Boy denies the remaining allegations of paragraph 21.

22. Golden Boy admits that the various boxing sanctioning organizations have rules and regulations regarding anti-doping policies in boxers. Except as so admitted, Golden Boy lacks sufficient information and belief to admit or deny the remaining allegations of paragraph 22 of the Complaint and denies them on that basis.

23. Golden Boy admits the allegations of paragraph 23 of the Complaint.

24. Golden Boy admits the allegations of paragraph 24 of the Complaint.

25. Golden Boy admits that Ryan Garcia made various social media posts leading up to his fight with Devin Haney that the media reported as being controversial or cause for concern. Except as so admitted, Golden Boy lacks sufficient information and belief to admit or deny the remaining allegations of paragraph 25 of the Complaint and denies them on that basis.

26. Golden Boy admits that the weigh in for the Ryan Garcia v. Devin Haney fight occurred on April 19, 2024 and that Ryan Garcia weighed more than 140 pounds at the weigh in. Except as so admitted, Golden Boy lacks sufficient information and belief to admit or deny the remaining allegations of paragraph 26 of the Complaint and denies them on that basis.

27. Golden Boy admits that, after the weigh in, Devin Haney agreed to an amendment to the contract for the event in which Devin Haney received significant additional monetary compensation in consideration for continuing with the fight, notwithstanding Ryan Garcia's weight. Except as so admitted, Golden Boy lacks sufficient information and belief to admit or deny the remaining allegations of paragraph 27 of the Complaint and denies them on that basis.

28. Golden Boy lacks sufficient information and belief to admit or deny the remaining allegations of paragraph 28 of the Complaint and denies them on that basis.

29. Golden Boy admits that the Ryan Garcia v. Devin Haney fight was to be for Haney's WBC world title. Except as so admitted, Golden Boy lacks sufficient information and belief to admit or deny the remaining allegations of paragraph 29 of the Complaint and denies them on that basis.

30. Golden Boy admits that VADA took urine samples from both fighters on April 19, 2024. Except as so admitted, Golden Boy lacks sufficient information and belief to admit or deny the remaining allegations of paragraph 30 of the Complaint and denies them on that basis.

31. Golden Boy admits that VADA is one of the main anti-doping organizations in boxing. Except as so admitted, Golden Boy lacks sufficient information and belief to admit or deny the remaining allegations of paragraph 31 of the Complaint and denies them on that basis.

32. Golden Boy admits that the Garcia/Haney bout went forward on April 20, 2024 and that Garcia prevailed on the judges' scorecards after knocking Haney down three (3) times and dominating the fight from the start. Golden Boy further admits that one judge scored the fight a draw. Except as so admitted, Golden Boy lacks sufficient information and belief to admit or deny the remaining allegations of paragraph 32 of the Complaint and denies them on that

basis.

33. Golden Boy admits that VADA took urine samples from both fighters on April 20, 2024. Except as so admitted, Golden Boy lacks sufficient information and belief to admit or deny the remaining allegations of paragraph 33 of the Complaint and denies them on that basis.

34. Golden Boy admits that Ryan Garcia's April 19, 2024 and April 20, 2024 urine samples tested positive for Ostarine, which is listed as a banned substance by VADA, WADA and the New York State Athletic Commission. Except as so admitted, Golden Boy lacks sufficient information and belief to admit or deny the remaining allegations of paragraph 34 of the Complaint and denies them on that basis.

35. Golden Boy admits that the results of the fighters' urine tests were not available on the night of the fight. Except as so admitted, Golden Boy lacks sufficient information and belief to admit or deny the remaining allegations of paragraph 35 of the Complaint and denies them on that basis.

36. Golden Boy admits that Ryan Garcia requested that the "B" samples be tested and that those samples also tested positive for Ostarine. Except as so admitted, Golden Boy lacks sufficient information and belief to admit or deny the remaining allegations of paragraph 36 of the Complaint and denies them on that basis.

37. Golden Boy lacks sufficient information and belief to admit or deny the remaining allegations of paragraph 37 of the Complaint and denies them on that basis.

38. Golden Boy denies the allegations of paragraph 38 of the Complaint.

39. Golden Boy lacks sufficient information and belief to admit or deny the allegations of paragraph 39 of the Complaint and denies them on that basis.

40. Golden Boy lacks sufficient information and belief to admit or deny the allegations of paragraph 40 of the Complaint and denies them on that basis.

41. Golden Boy lacks sufficient information and belief to admit or deny the allegations of paragraph 41 of the Complaint and denies them on that basis.

42. Golden Boy lacks sufficient information and belief to admit or deny the

allegations of paragraph 42 of the Complaint and denies them on that basis.

43. Golden Boy lacks sufficient information and belief to admit or deny the allegations of paragraph 43 of the Complaint and denies them on that basis.

44. Golden Boy admits that N.Y. Comp. Codes R. & Regs. Tit. 19 § 208.29 contains the language quoted in paragraph 44 of the Complaint, without the underlining. Except as so admitted, Golden Boy lacks sufficient information and belief to admit or deny the remaining allegations of paragraph 44 of the Complaint and denies them on that basis.

36 [sic]. Golden Boy admits the allegations of the erroneously numbered paragraph 36 located between paragraphs 44 and 45 of the Complaint.

45. Golden Boy lacks sufficient information and belief to admit or deny the allegations of paragraph 45 of the Complaint and denies them on that basis.

46. Golden Boy admits that Ryan Garcia believes the Ostarine detected in his system came from unlabeled, tainted supplements provided to him by third parties. Except as so admitted, Golden Boy lacks sufficient information and belief to admit or deny the remaining allegations of paragraph 46 of the Complaint and denies them on that basis.

47. Golden Boy denies the allegations of paragraph 47 of the Complaint.

48. Golden Boy admits that Devin Haney is entitled to receive a share of the Net Event Revenue from the Ryan Garcia fight. Except as so admitted, Golden Boy denies the remaining allegations of paragraph 48 of the Complaint, which are contradicted by the agreements signed by Devin Haney.

Count 1 BATTERY

Count 1 is alleged only against Ryan Garcia, not Golden Boy. Accordingly, Golden Boy is not required to respond to the allegations contained in paragraphs 49-52 of the Complaint.

Count 2 FRAUD

Count 2 is alleged only against Ryan Garcia, not Golden Boy. Accordingly, Golden Boy

is not required to respond to the allegations contained in paragraphs 53-59 of the Complaint.

Count 3 UNJUST ENRICHMENT

Count 3 is alleged only against Ryan Garcia, not Golden Boy. Accordingly, Golden Boy is not required to respond to the allegations contained in paragraphs 60-64 of the Complaint.

Count 4 AIDING AND ABETTING GARCIA'S TORTS

Count 4 is alleged only against John Does and David Scooter Honeg, not Golden Boy. Accordingly, Golden Boy is not required to respond to the allegations contained in paragraphs 65-69 of the Complaint.

Count 5 BREACH OF CONTRACT AND/OR UNJUST ENRICHMENT

70. Golden Boy incorporates its responses to the prior paragraphs set forth above as though fully repeated herein.

71. Golden Boy admits that Devin Haney entered into a contract with Golden Boy Promotions, LLC for the April 20, 2024 fight against Ryan Garcia, which contract was subsequently amended. Except as so admitted, Golden Boy denies the allegations of paragraph 71 of the Complaint.

72. Golden Boy admits that, pursuant to the terms of the agreements for the Garcia/Haney bout, Ryan Garcia was entitled to receive more than 50% of the Net Event Revenue from the April 20, 2024 boxing event. Except as so admitted, Golden Boy denies the allegations of paragraph 72 of the Complaint.

73. Golden Boy admits that Ryan Garcia entered into a Consent Order with the New York State Athletic Commission. Except as so admitted, Golden Boy denies the allegations of paragraph 73 of the Complaint.

74. Golden Boy denies the allegations of paragraph 74 of the Complaint.

75. Golden Boy denies the allegations of paragraph 75 of the Complaint.

Count 6 REQUEST FOR PRE JUDGMENT ATTACHMENT

76. Golden Boy incorporates its responses to the prior paragraphs set forth above as though fully repeated herein.

77. Golden Boy admits, on information and belief, that Ryan Garcia is not a domiciliary of the State of New York.

78. Golden Boy denies the allegations of paragraph 78 of the Complaint.

79. Golden Boy denies the allegations of paragraph 79 of the Complaint.

80. Golden Boy denies the allegations of paragraph 80 of the Complaint.

81. Golden Boy denies the allegations of paragraph 81 of the Complaint.

82. Golden Boy denies the allegations of paragraph 82 of the Complaint.

Count 7 ACCOUNTING FROM GOLDEN BOY

83. Golden Boy incorporates its responses to the prior paragraphs set forth above as though fully repeated herein.

84. Golden Boy denies the allegations of paragraph 84 of the Complaint.

85. Golden Boy admits that Devin Haney has received a full accounting of the Net Event Revenue from the April 20, 2024 event and full payment of his allocated share of the Net Event Revenue. Except as so admitted, Golden Boy denies the allegations of paragraph 84 of the Complaint.

86. Golden Boy denies the allegations of paragraph 86 of the Complaint.

AFFIRMATIVE DEFENSES

As and for a First Affirmative Defense

87. The Complaint fails to state a claim upon which relief may be granted.

As and for a Second Affirmative Defense

88. The claims are barred, in whole or in part, because Golden Boy's actions were

consistent with applicable law and regulation, including the rules and regulations of the New York State Athletic Commission.

As and for a Third Affirmative Defense

89. The claims are barred, in whole or in part, because of the doctrine of estoppel.

As and for a Fourth Affirmative Defense

90. The claims are barred, in whole or in part, because of the doctrine of waiver.

As and for a Fifth Affirmative Defense

91. The alleged damages suffered, if any, have been caused, in whole or in part, by the actions of other parties and not by Golden Boy.

As and for a Sixth Affirmative Defense

92. Any losses or damages purportedly sustained must be reduced and/or abated in proportion to the wrongful or gross negligence of Plaintiff.

As and for a Seventh Affirmative Defense

93. Plaintiff has failed to mitigate his damages.

PRAYER FOR RELIEF

WHEREFORE, Golden Boy prays for judgment as follows:

1. Plaintiff's Complaint be dismissed in its entirety and with prejudice as to Golden Boy;
2. Awarding to Golden Boy the costs and expense, including reasonable attorneys' fees, incurred in defending this action; and
3. Awarding Golden Boy be such other relief as the Court deems just and proper.

JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Golden Boy demands a trial by jury on all claims so triable.

Dated: December 3, 2024
New York, New York

HERRICK, FEINSTEIN LLP

By: /s/ Maxim M.L. Nowak

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